

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

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CORBIS CORPORATION,

Index No.: 07 CV 6177

Plaintiff,

**ANSWER**

-against-

NICK STARR s/h/a

NICK STAR d.b.a. MASTER MAINTENANCE,

Defendant.

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Defendant, NICK STARR s/h/a NICK STAR d.b.a. MASTER MAINTENANCE,

by his attorneys, Riconda & Garnett, LLP, answering the complaint of the plaintiff

herein, respectfully states as follows:

1. Denies each and every allegation contained in paragraph 1 of the plaintiff's complaint.
2. Denies any knowledge or information sufficient to form a belief as to the truth of any of the allegations contained in paragraph 2 of the complaint.
3. Denies each and every allegation contained in paragraphs 4, 5, and 6 of the complaint.
4. Denies any knowledge or information sufficient to form a belief as to the truth of any of the allegations contained in paragraphs 7, 8, 9, and 10 of the complaint.
5. Denies each and every allegation contained in paragraphs 11, 12, 13, 15, 16, 17, 18, 19, 21, 22, 23, 24, and 25 of the complaint.

**AS AND FOR A FIRST SEPARATE AND COMPLETE AFFIRMATIVE  
DEFENSE**

6. This Court lacks personal jurisdiction over the defendant.

**AS AND FOR A SECOND SEPARATE AND COMPLETE AFFIRMATIVE  
DEFENSE**

7. Venue is improper in accordance with 28 U.S.C.A. §1391, 28 U.S.C.A. §1400, or otherwise.

**AS AND FOR A THIRD SEPARATE AND COMPLETE AFFIRMATIVE  
DEFENSE**

8. This Court is an improper forum for this cause of action and should be dismissed or transferred in accordance with common law *forum non conveniens* tenets, 28 U.S.C.A. §1404, or otherwise.

**AS AND FOR A FOURTH SEPARATE AND COMPLETE AFFIRMATIVE  
DEFENSE**

9. The defendant has failed to join a necessary party, an entity known as “West Central Ohio Internet Link, Ltd.,” and in that entity’s absence complete relief cannot be accorded among those already parties.

**AS AND FOR A FIFTH SEPARATE AND COMPLETE AFFIRMATIVE  
DEFENSE**

10. This cause of action is in conflict with the statute of frauds in that no suit or action should be maintained on certain classes of contracts or engagements unless a note or memorandum is produced in writing signed by the party to be charged.

**WHEREFORE**, the defendant, NICK STARR s/h/a NICK STAR d.b.a. MASTER MAINTENANCE demands judgment dismissing the complaint herein, or, in the alternative, judgment for the defendant and against the plaintiff, together with the costs and disbursements of this action.

Dated: Valley Stream, New York  
August 17, 2007

Respectfully submitted,

/s/

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Joseph Dugan, Associate  
RICONDA & GARNETT, LLP  
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